

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C1	PAGE OF 1 7
2. CONTRACT (Proc. Inst. Ident.) NO. SP0300-03-D-Z108		3. EFFECTIVE DATE MAR 31, 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ARS02086000100	
5. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 DSCP-HRAA, F. Tallent 215-737-2969 FAX 7774		CODE SP0300	6. ADMINISTERED BY (If other than Item 5) DCMC Atlanta 805 Walker Street, Suite 1 Marietta, GA 30060-2789		CODE S1103A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) SOPAKCO Packaging P.O. Box 1047 118 South Cypress Street Mullins, SC 29574				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 days	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TIME ADDRESS SHOWN IN: See block # 12	
CODE 6D623		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-Columbus Center South Entitlement Operations P.O. Box 182264 Columbus, OH 43218-2264	
11. SHIP TO/MARK FOR See Schedule		CODE	CODE		SC1020
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (3) <input type="checkbox"/> 41 USC 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA SG97X4930.5CS0 01 26.0 S33150	
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Meal, Ready-to-Eat, Individual MRE XXIII NSN: 8970-00-149-1094	937,500	BX	\$55.27	51,815,625.00
0002	Humanitarian Daily Ration HDR NSN: 8970-01-375-0516 FOB: Origin Inspection/Acceptance at Origin	250,000	BX	\$38.50	9,625,000.00
15G. TOTAL AMOUNT OF CONTRACT					\$ 61,440,625.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP0200-R-7049 CONTINUED ON SCH. PAGE 4, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
---	--

19A. NAME AND TITLE OF SIGNER (Type or print)		20A. NAME OF CONTRACTING OFFICER JAMES A. LECOLLIER	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA <i>James A. Lecollier</i> (Signature of Contracting Officer)	20C. DATE SIGNED 3/31/03
BY _____ (Signature of person authorized to sign)			

SOPAKCO PACKAGING

Section "B" Supplies/Services and Prices
Base Year

The effective period of this contract is from date of award through Dec 31, 2003.

<u>LINE</u>	<u>ITEM/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>F.O.B.</u>
0001	Meal, Ready-to-Eat, Individual NSN: 8970-00-149-1094	\$55.27	Origin

Minimum Quantity: 625,000 BX
Minimum Dollar Value: \$34,543,750.00

Maximum Quantity: 937,500 BX
Minimum Dollar Value: \$51,815,625.00

0002	Humanitarian Daily Ration NSN: 8970-01-375-0516	\$38.50	Origin
------	--	---------	--------

Minimum Quantity: 10,000 BX
Minimum Dollar Value: \$385,000.00

Maximum Quantity: 250,000 BX
Maximum Dollar Value: \$9,625,000.00

Inspection and Acceptance points for this contract shall be as follows:

<u>ITEM</u>	<u>INSPECTION</u>	<u>ACCEPTANCE</u>
0001	Origin	Origin
0002	Origin	Origin

*Amendments 1- 3 all contractor and government correspondence including final revised letter dated 2/26/03

SOPAKCO PACKAGING**Places of Performance and Inspection Offices:**PLACE OF PERFORMANCE

SOPAKCO PACKAGING

P.O. Box 1047

118 South Cypress Street

Mullins, SC 29574

INSPECTION OFFICES

Army Veterinary Inspection

Activity (AVI)

USDA, AMS, FV, PPB Branch

Scott Ball, OIC

Phoenix Center Office Park

1651 Phoenix Blvd., Ste. 1

College Park, GA 30349-5552

770-909-6780

USDA, AMS Poultry Grading

Jim Delmaine, Fed/State Supervisor

P.O. Box 27647

Raleigh, NC 27611

919-733-7576

Retort Items:PLACE OF PERFORMANCE

SOPAKCO

320 S. Broad Street

Bennettsville, SC 29512

INSPECTION OFFICE

Same information as for Mullins, SC

Miscellaneous Items:PLACE OF PERFORMANCE

TransPackers, Inc.

419 Vandervoort Ave

Brooklyn, NY 11222-5313

INSPECTION OFFICE

USDA, AMS, FV, PPB

William Wright, OIC

Park Plaza Professional Bldg., Ste. 304

PLACE OF PERFORMANCE

Sterling Foods Inc.

1075 Orion Parkway

San Antonio, TX 78216

INSPECTION OFFICE

USDA, AMS, FV, PPB

Dwain Parrish, OIC

3622 Moreland Drive

Weslaco, TX 78596-9131

956-514-5562

SOPAKCO PACKAGINGPLACE OF PERFORMANCE

PORTIONPAC

1609 Stone Ridge Drive
Stone Mountain, GA 30083

INSPECTION OFFICE

USDA, AMS, FV, PPB
Scott Ball, OIC
Phoenix Center Office Park
1651 Phoenix Blvd. Ste. 1
College Park, GA 30349-5552
770-909-6780

PLACE OF PERFORMANCE

Reckitt Benckiser
11814 West Main Street
Wolcott, NY 14590

INSPECTION OFFICE

USDA, AMS, FV, PPB
William Wright, OIC
Park Plaza Professional Bldg., Ste. 304
622 Georges Road
North Brunswick, NJ 08902-3377
732-545-0939

PLACE OF PERFORMANCE

Jianas Brothers Packaging Co.
2533 Southwest Blvd.
Kansas City, MO 64108-2395

INSPECTION OFFICE

USDA, AMS, FV, PPB
Dwain Parrish, OIC
3622 Moreland Drive
Weslaco, TX 78596-9131
956-514-5562

Flameless Ration Heater:PLACE OF PERFORMANCE

Trutech, Inc.
680 Elton Street
Riverhead, NY 11901-2585

INSPECTION OFFICE

DCMA Long Island
605 Stewart Avenue
Garden City, NY 11530-4761
516-228-5720

Authorized Production Standards:

ITEM	LOT NUMBER
Bean & Rice Burrito	3069F
Beef Enchiladas	2225
Beef Patty	2202B
Beef Ravioli	2175
Beef Roast w/Vegetables	2353
Beef Steak w/Mushrooms	2207A
Beef Stew	2172
Beef Teriyaki	2199A
Boneless Pork Rib	2193A
Cheese Tortellini	2195B
Chicken w/Cavetelli	2190
Chicken w/Noodles	2198A
Chicken w/Salsa	2207A
Chili & Macaroni	3015
Chicken Tetrazinni	2194A
Chicken Breast Fillet	2171
Country Captain Chicken	2172
Jambalaya	2176
Meatloaf w/Gravy	2171
Pasta w/Vegetables	2196A
Spaghetti w/Meat Sauce	2196A
Thai Chicken	2194A
Turkey Breast Pot/Gravy	2214A
Vegetable Manicotti	2194A
Applesauce (Type 1)	2172
" Rasp. (Type VI)	2225
Applesauce Carbo Enhance.	2309
Beef Snacks	2226
Buttered Noodles	2337
Cappuccino, French Van.	2137
" Mocha	2121
Chocolate Chip Cookies	2221
" Mint Cookies	2235
" Disc Cookie	2231
" Sports Bar	2192
Clam Chowder	2197A
Crackers, Plain	2197
" Vegetable	2191

ITEM	LOT NUMBER
Fig Bar	2170
Hot Sauce	2211
Mashed Potatoes	2196A
Minestrone (Stew)	3018B
Noodles, Chow Mien	2205
Nut Raisin Mix	2169
Oatmeal Cookie	2222
Potato Sticks	2171
Pretzels	2319
Pretzels Ch Fill. Chdr	2129
“ Ncho	2142
Red Pepper, Ground	2173
Rice Mexican	2193A
“ Yellow/Wild Pilaf	2194A
Roasted Peanuts	2165
Seasoning Blend, Salt Free	2165
Van. Sug. Cr. Wafer Cook.	2179
Western Beans	2197A
Dairy Shake Vanilla	2207
“ Strawberry	2205
“ Chocolate	2196
Barbecue Sauce	2191
Picante Sauce	2168
Flameless Ration Hearers	2217

CONTRACT OPTIONS

This contract contains two one-year option periods for the above line items. The Government may exercise the contract options to include any, one, or all of the contract line items. If the Government exercises its option(s), the effective period of the contract may be extended as follows:

The effective period of option year one is from date of award through 365 days thereafter.

The effective period of option year two is from date of award through 365 days thereafter.

SOPAKCO PACKAGING

<u>ITEM 0001</u>	<u>MINIMUM QUANTITY</u>	<u>MAXIMUM QUANTITY</u>
Option Year One	*500,000 BX	*
Option Year Two	*500,000 BX	*
<u>ITEM 0002</u>	<u>MINIMUM QUANTITY</u>	<u>MAXIMUM QUANTITY</u>
Option Year One	10,000 BX	250,000 BX
Option Year Two	10,000 BX	250,000 BX

If the option year is invoked the contract minimum and maximum quantity will be established in accordance with Section M-6, Page 126, of the solicitation.

<u>ITEM 0001</u>	<u>UNIT PRICE</u>
Option Year One	**
Option Year Two	**

<u>ITEM 0002</u>	<u>UNIT PRICE</u>
Option Year One	\$39.00 BX
Option Year Two	\$39.50 BX

SOPAKCO PACKAGING

**The unit price for the MRE option year prices will be established at the time the option is exercised. These prices will utilized the price tiers submitted under the final revised proposal dated February 23, 2003. The quantity that is awarded will establish the basic unit price. Additional orders above the minimum will be priced I/A/W those prices submitted in response to Section L-3(c)(3) of solicitation SP0300-02-R-7049.

Unit prices for initial order quantities shall be as submitted in awarded final revised offers under provision L-3 (c) (4) of the contract. It should be noted that each offeror's prices for all tiers for each option year submitted in their final revised proposal remain in effect.

The contractor is alerted to the fact that delivery order SP0300-03-D-Z108/0001 covering the allocated share of the Governments Overall Minimum Quantity Requirement cited in the solicitation is hereby issued concurrently, although under separate cover, with this award.

REMITTANCE ADDRESS:

Comerica Bank
Corporate Banking Division
3201 Enterprise Parkway
Suite 190
Beachwood, OH 44122



**DEFENSE LOGISTICS AGENCY
DEFENSE PERSONNEL SUPPORT CENTER
2800 SOUTH 20TH STREET
PHILADELPHIA, PENNSYLVANIA 19145-5099**



IN REPLY
REFER TO

DPSC-HRAA

March 31, 2003

SUBJECT: Special Instructions Pertaining to Defense Personnel Support Center Contract No. SPO300 -03-D-Z108
Contractor SOPAKO PACKAGING

TO: DMC ATLANTA, 805 Walker Street, Marietta, GA 30060

REFERENCE: FAR 42.302. Instructions are applicable only if ☒ is entered below:

1. ☐ Inspection is to be performed under the Subsistence Inspection Manual, DPSCM 4155.6, by the Veterinary Corps or U.S. Department of Agriculture.

2. ☐ Quality Assurance is to be performed by the cognizant DCMAO.

3. ☐ Government Furnished Property (GFP) clause is applicable to this contract and forms a part of this letter. The CAO will accomplish negotiation and supplemental agreements to effect contract settlement and closeout. The contracting officer will provide disposition and shipping instructions on excess inventory. A copy of the closed and audited official GFP record will be provided to the contracting officer within 30 days of contract completion.

4. ☒ Authority is delegated to effect contract modifications, including negotiations for:

☒ Administrative changes. ☐ Change orders pursuant to modified shipping instructions or diversions.

☐ Supplemental Agreements resulting from change orders issued under the Changes clause (excluding acceptance of nonconforming supplies).

☒ Supplemental Agreements to revert F.O.B. destination shipments to F.O.B. origin, and price adjustment therefor, under DPSC clause 52.247-9P15 when seavan through container shipment becomes applicable.

5. ☐ Disposition of food supplies in the hands of a contractor as GFP which are damaged, scrap, salvage, deteriorated, spoiled, contaminated, unwholesome or other potential health hazard, based upon the contracting officer directions.

6. ☐ Approval/disapproval of contractor-requested appeal inspection or reinspections.

7. ☒ Provide one copy of all reports of damaged receipts and a copy of the final disposition instructions to DPSC-HONI.

8. ☒ Material Release Orders for removal of nonconforming supplies by contractors from storage points will be issued by DPSC-HONI.

9. ☐ This contract is assigned for inspection only.

10. ☒ For each potential or actual delinquency against this contract (unless previously reported) immediately forward DD Form 375-2 (Flash Notice) to this Center addressed to DPSC-HONI and mark for ATTN: DPSC-HONI. In addition, whenever DD Form 375c, Production Progress Report (Continuation) is required by Defense FAR Supplement 242.1107(b)(iv), forward report in duplicate addressed to DPSC-HONI. Mark one copy: "Contracting Officer's copy, ATTN: DPSC-____", mark other copy: "IM copy, addressed to Attn: DPSC-HONI." Electronically transmitted reports will be marked to attention Contracting Officer and IM as indicated above.

11. ☐ If the contractor is a small business and requires assistance to perform in accordance with contract terms and conditions, the ACO shall coordinate with the local SBA office and establish a joint team to provide the necessary technical and management assistance. If specialized technical expertise is required, the ACO may direct a request to the contracting officer.

12. ☐ This is the first award to this Small Disadvantaged Business (SDB) or the first for the item being procured. Request a postaward orientation conference be conducted in accordance with FAR 42.501(b). If a recent postaward conference has been performed with this SDB, a letter or other form of written communication may be used in lieu of a conference as long as a copy of the communication is furnished to the undersigned.

13. ☒ The following functions are retained by contracting office:

- Sanitary plant approval.
- Claims other than those pertaining to (i) shipment discrepancies or damage of astray shipments; (ii) government created plant or manufacturing stoppage.
- Changes in contract terms relating to scope of work, schedule, item price (except under 4 above) or technical specifications.
- Decision to accept/reject nonconforming supplies offered for waiver action.
- Warranty action under the warranty clause for items accepted and delivered.
- Contractual determinations resulting from reported unsanitary plant conditions.
- Authorization and payment of USDA costs for reinspection and appeal inspections.
- Production Status on Ration Assembly contracts.

NOTE: The contracting officer may be reached by telephone Area Code 215-737- 3625 . (DSN: 444- 3625).

☒ Copies of this Contract have been furnished:

NO. COPIES

DCMD CODE

USDA CODE

5

S1103A

5

SC1020

VET CORPS CODE

James A. Lecollier
JAMES A. LECOLLIER
CONTRACTING OFFICER

DPSC FL
SEP 94

1784-3A

Federal Recycling Program



Printed on Recycled Paper
ON JAN 92 OBSOLETE



DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER PHILADELPHIA
700 ROBBINS AVENUE
PHILADELPHIA, PENNSYLVANIA 19111-5092

IN REPLY
REFER TO

DSCP-HRAA-Frank Tallent 215-737-2969

February 26, 2003

Mr. Lonnie F. Thompson
118 South Cypress St.
P.O. Box 1047
Mullins, SC 29574

Dear Mr. Thompson:

Discussions under solicitation SP0300-02-R-7049 for Meal Ready-to-Eat, Individual (MRE) and Humanitarian Daily Ration (HDR) menus are hereby concluded. You are hereby requested to respond with your Final Revised Proposal by **Thursday, February 27, 2003, 10:00am local Philadelphia time**. Faxed offers to this request for Final Revised Proposal are hereby authorized. **The authorized FAX numbers are (215) 737-9300, 9301, 9302, 9303.**

Insert the following changes:

Amendment 0003, p. 4, para. 2 delete Fruit Bars and insert Assembly Specification.
p. 5, para 2 insert "The following changes address Fruit Bars."
p. 9 continues on p. 11; p. 10 continues on p.12; p. 11 continues on p. 10
p. 13 delete the following from para. 6: "Section C-2, para D(2) (Vegetables):
Delete and bamboo shoots".

The following change is for MRE XXIII procurements and applies to the PKGQAP for CID-A-A-20295, Cookies dated 30 Oct 2001.

Tab Four, Page 8-9.

Para. D-1, A, 2, (b), line 6, delete "15 to 17" and substitute "8 to 12".

Force Protection

The DSCP Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage or terrorism. This increased risk requires DSCP to take steps and insure steps are taken to prevent the deliberate tampering and contamination of subsistence items.

As the holder of a contract with the Department of Defense, the awardee should be aware of the vital role they play in supporting our customers. It is incumbent upon the

awardee to take actions to secure product delivered to all military customers as well as any applicable commercial destinations. We strongly recommend all firms review their security plans relating to plant security and security of the product in light of the heightened threat of terrorism.

The contractor will insure that products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Contractor will immediately inform DSCP Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

Accordingly, the awardee shall submit a security plan prior to the start of production under any resultant contract to describe what steps their firm has taken and will take to prevent product tampering and contamination. The awardee will also describe what steps have been or will be taken that relate to overall plant security and food safety. The contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. Firms should include specific security measures relating to but not limited to the following areas:

- 1) Employee Identification
- 2) Background checks where applicable
- 3) Control of access to the plant facility
Control of gates and doors at the facility
- 4) Internal Security
- 5) Training and security awareness
- 6) Product Integrity
- 7) Transportation Security

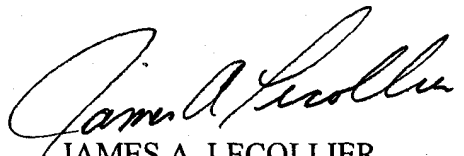
All qualifications not previously accepted or deleted from your proposal are denied.

You are required to submit final pricing for all elements requested in the solicitation.

DSCP Clause 52.214-9P03, Timeliness and Place of Receipt of Offers/Modifications/Withdrawals (JAN 1992), also applies.

If you fail to respond to this request by the date and time specified above, your proposal will be evaluated based upon your original or most recent offer.

Sincerely,



JAMES A. LECOLLIER
Contracting Officer



**SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMAN OWNED SMALL
BUSINESS, HUBZone, VETERAN-OWNED SMALL BUSINESS and SERVICE-DISABLED
VETERAN-OWNED SMALL BUSINSS SUBCONTRACTING PLAN**

Date: March 19, 2003

Contractor: SOPAKCO Packaging

Address: Bennettsville, SC 29512
Mullins, SC 29574

Solicitation: SP0300-02-R-7049

End Item/Service: Meal, Ready-to-Eat, Final Assembly

**SOPAKCO CONSIDERS INFORMATION IN THIS PLAN CONFIDENTIAL AND RELEASEABLE ON
A NEED TO KNOW BASIS ONLY.**

Page 1 of 5 pages

SOPAKCO Packaging
SB, SDB, WOSB VOSB and SDVO



SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMAN OWNED SMALL
BUSINESS, HUBZone, VETERAN-OWNED SMALL BUSINESS and SERVICE-DISABLED
VETERAN-OWNED SMALL BUSINESS

Solicitation: SP0300-02-R-7049

Item: Meal, Ready-to-Eat, Final Assembly

The following is hereby submitted as our Small Business (SB), Women-Owned Small Business (WOSB), HUBZone (HZ), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB) and Service Disabled Veteran-Owned Small Business (SDVO) subcontracting plan.

Goals are expressed in terms of total planned subcontracting dollars which shall include all planned subcontracts to Large Business Concerns, our Small Business, Women-Owned Small Business, HUBZone, Small Disadvantaged Business, Veteran Owned Small Business and Service Disabled Veteran-Owned Small Business subcontracting plan. The subcontracted goals are listed below. We are currently bidding on seven positions under this solicitation and the goals are based on the maximum award. Actual amounts and percentages may change with amount awarded:

2003 - 2005							
Base Year and Options 1 and 2							
	BASE		OPTION 1		OPTION 2		
Total Contract Price	\$58,750,000		\$117,500,000		\$176,250,000		
Total to be Subcontracted	\$32,312,500	55%	\$64,625,000	55%	\$96,937,500	55%	
A. To Large Business	\$11,309,375	35% *	\$22,618,750	35% *	\$33,928,125	35% *	
B. To Small Business	\$21,003,125	65% *	\$42,006,250	65% *	\$63,009,375	65% *	
1. To Veteran-Owned SB**	\$323,125	1% *	\$646,250	1% *	\$969,375	1% *	
2. To Service-Disabled Veteran-owned SB**	\$323,125	1% *	\$646,250	1% *	\$969,375	1% *	
3. To HUBZone	\$969,375	3% *	\$1,938,750	3% *	\$2,908,125	3% *	
4. To Small Disadvantaged	\$1,615,625	5% *	\$3,231,250	5% *	\$4,846,875	5% *	
5. To Woman-Owned Small Bus.	\$1,615,625	5% *	\$3,231,250	5% *	\$4,846,875	5% *	

* Divided into Total to be Subcontracted

** Subset of B

SOPAKCO Packaging
SB, SDB, WOSB VOSB and SDVO

3. Methods used to develop subcontracted goals: The item specification is reviewed and a list of purchased parts (Subcontracted items, pouches, corrugated boxes, pallets, etc.) and raw materials (fruits, sugar, etc.) are listed. Our records are then reviewed for potentially qualified suppliers.

	SB	SDB	WOSB	VOSB	SDVO
Subcontracted Retorted Items	x	x			x
Raw materials (ingredients)	x	x	x	x	x
Purchase Parts	x	x	x	x	x
Subcontracted Food Items		x	x	x	x

4. Description of methods used to identify potential sources for raw materials and purchased parts:

- A. SOPAKCO is a member of the Midland Minority Supplier Development Council Inc., an affiliate of the National Minority Supplier Development Council Inc. The Council provides a Minority Business Directory that includes a listing of Minority Business in North and South Carolina.
- B. We have attended and manned booths at the Carolina's Annual Trade Shows in Atlanta, Georgia and Charlotte, North Carolina and will continue to do so. The Trade Shows are an opportunity for Small Business, Small Disadvantaged Business, Woman Owned Small Business, and Javits-Wagner-O'Day to meet large businesses and discuss subcontracting opportunities.
- C. We subscribe to the National Directory of Minority Owned Business Firms and received Minority and Women Owned Small Business magazines for the Southeastern States.

5. Indirect Cost: Indirect costs have been evaluated and are not used in our calculations.

6. Name of individual who will administer the subcontracting goals and program:

- A. David L. DuBose
 Small Business Liaison Officer
 Phone: 843 464 7851
 Fax: 843 464 2096
 ddubose@sopakco.com
- B. Duties: Small Business Liaison Officer. Responsible for reviewing and monitoring the execution of all subcontract plans to include, but not limited to the following:
 1. Attending SB, SDB, WOSB, VOSB and SDVO meetings and arranging for attendance at workshops, business enterprise seminars and trade shows.
 2. Actively seeking SB, SDB, WOSB, VOSB and SDVO sources from all applicable agencies such as the Small Business Administration.
 3. Prepares semiannual small business reports when required.
 4. Assures inclusion of SB, SDB, WOSB, VOSB and SDVO in all subcontracts whenever possible.

**SOPAKCO Packaging
SB, SDB, WOSB VOSB and SDVO**

5. The following is a description of efforts to assure SB, SDB, WOSB, VOSB and SDVO concerns have an equitable opportunity to compete for subcontracts:
 - A. Company Wide Policy Statement: Top Management supports the SB, SDB, WOSB, VOSB and SDVO concern program to the fullest extent.
 - B. It is the policy of top management through SOPAKCO's management staff to encourage the participation SB, SDB, WOSB, VOSB and SDVO concerns in our purchases and to subcontract to them the maximum amount of business consistent with the contract requirements and their ability to subcontract competitively.
 - C. SB, SDB, WOSB, VOSB and SDVO concerns will be given technical assistance in preparing bid quotes, meeting specification requirements and delivery schedules. If the number of qualified SB, SDB, WOSB and JWOD concerns are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - D. SOPAKCO will counsel and discuss subcontracting opportunities with representatives of SB, SDB, WOSB, VOSB and SDVO whenever assistance is requested.
 - E. Management Interest and Involvement: Management is informed quarterly by the Small Business Liaison Officer on the SB, SDB, WOSB, VOSB and SDVO goal achievements. The goals are discussed and re-enforced through all staff members.
 - F. Special Assistance: When a SB, SDB, WOSB, VOSB and SDVO source is located, that Company is contacted and if an interest is expressed, the company representative is invited to visit SOPAKCO to discuss contract and special specification requirements. If the company qualifications are satisfactory, a request for quotation is requested. Special assistance is provided whenever possible e.g. USDA inspection and plant requirements, DCMDS inspection requirements, and assistance in obtaining specification.
 - G. Make or Buy Consideration: Adequate and timely consideration will be given to SB, SDB, WOSB, VOSB and SDVO concerns if the solicitation or contract permits. In solicitation where time permits, potential SB, SDB, WOSB, VOSB and SDVO concerns are contacted by phone as soon as the solicitation is followed up in writing.
 - H. Council and Discuss Subcontracting Opportunities: SOPAKCO actively participated in the Carolinas Minority Suppliers Development Council Small Business Meeting and Trade Shows and constant coordination with the Small Business Office DCMDS, Atlanta, Georgia.
8. Contract Flow Down Clauses:
 - A. In accordance with the FAR we will require the clause "Utilization of Small Business, Small Disadvantaged Business, and Woman Owned Small Business Concerns" to be included in all subcontracts and purchase orders which offer further subcontracting possibilities in the United States.
 - B. All subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 will be required to adopt a plan similar to this plan.
9. SOPAKCO will submit such periodic reports (e.g. standard form 294 and 295) and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan. These requirements will also be required of our subcontractors.

**SOPAKCO Packaging
SB, SDB, WOSB VOSB and SDVO**

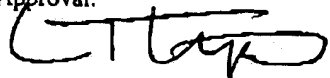
10. SOPAKCO will maintain the following records on each contract requiring a Small Business, Small Disadvantaged Business or Woman Owned Small Business Plan:

- A. Source list, guides and other data SB, SDB, WOSB, VOSB and SDVO concerns.
- B. Organizations contacted in an attempt to locate sources that are SB, SDB, WOSB, VOSB and SDVO concerns.
- C. Records of outreach efforts to include attendance in workshops, seminars, training and special training.
- D. Historically Records are maintained on a contract-by-contract basis that support awards of subcontracts and purchase orders. These records include Company, business size, contact, and why the company was, or was not awarded a subcontract.
- E. Records on each subcontract solicitation resulting in award of more than \$100,000 indicating whether or not small businesses were solicited and if not, why not, whether SB, SDB, WOSB, VOSB and SDVO were solicited and if not, why not, and, if applicable, the reason the award was not made to a SB, SDB, WOSB, VOSB and SDVO.

11. Supplement Information:

- A. Special technical assistance will be provided whenever possible as stated in paragraph 7 above.
- B. The solicitation has been reviewed for Historically Black Colleges and Universities and other Minority Institutions to see if a requirement exist for their support. It was determined that no technical assistance is needed for performance of any contract resulting under the solicitation.

Approval:



Lonnie F. Thompson
President

Government Acceptance:

Name:

Agency:

Date: